



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

**Community Development Block Grant Disaster Recovery
Program (CDBG-DR)**

**Owner Occupied Rehabilitation and Rebuilding Program
(OORR)**

BID PACKAGE

For

Rehabilitation/Reconstruction work for:

Steven Held
159 Hillside Avenue
Milford, CT 06460

Prepared By:
Martinez Couch & Associates, LLC
1084 Cromwell Avenue Suite A-2
Rocky Hill, CT 06067
860-436-4364

Project #: 1558 – 159 Hillside Avenue



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Section 1

ADVERTISEMENT FOR BIDS

Project # 1558 – 159 Hillside Avenue

DOH: _____

The State of Connecticut Department of Housing (DOH) is seeking proposals through a Request for Proposal (RFP) process for the rehabilitation, reconstruction and/or mitigation of residential structures damaged by Superstorm Sandy in compliance with all applicable local, federal, and state statutory requirements with special attention paid to requirements for Community Development Block Grants under the United States Department of Housing and Urban Development (“HUD”) Disaster Recovery grant program.

Separated sealed bids for 1558 – 159 Hillside Avenue will be received by Martinez Couch & Associates, LLC until **4 o’clock AM/PM on September 19, 2014**, and then at said office publicly opened and read aloud.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents may be examined on the Department of Housing Hurricane Sandy Recover website at www.ct.gov/doh/ and click on the “Hurricane Sandy” link.

Copies of plans may be downloaded directly from the Department of Housing website under bid notices or obtained at the office of Martinez Couch & Associates, LLC located at 1084 Cromwell Avenue Suite A-2, Rocky Hill, CT 06067 upon payment of \$50 for each set. Requests for copies of plans shall provide 2 business days notice to Martinez, Couch and Associates, LLC.

DOH reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information to Bidders.

Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wages rates to be paid under the contract (if applicable), Section 3, Segregated Facilities, Section 109 and E. O. 11246.

No bidder may withdraw his bid within 30 calendar days after the actual date of the bid opening thereof.

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The State of Connecticut Department of Housing (herein called the “DOH”), invites bids on the form attached hereto, all blanks of which must be appropriately filled. Bids will be received by DOH at the office of Martinez Couch & Associates, LLC **until 4 o’clock PM on September 19, 2014** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Mr. Richard Couch, P.E. at Martinez, Couch and Associates, LLC and designated as bid for #1558 – 159 Hillside Avenue, Milford, CT 06460.

DOH may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement there considered. NO bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Mandatory Walk Through: All bidders must attend a mandatory walk through of the property designated above. The date and time of the walk through is set for **10:30 AM on September 5, 2014**.

Preparation of Bids:

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

1. Must be acceptable to the DOH after verification by the State of the current eligibility status; and,
2. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the DOH unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Method of Bidding: DOH invites the following bid(s):

Qualifications of Bidder: The DOH may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the DOH all such

information and date for this purpose as the DOH may request. The DOH reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the DOH that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The State's set Contractor Prequalifications are listed in Exhibit G and also are available at the Department of Housing's Hurricane Sandy Recovers website www.ct.gov/doh/ and click on the "Hurricane Sandy" link.

Bid Security: Each bid must be accompanied by an irrevocable letter of credit from the bank, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds may be accepted as bid security. Such checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, or checks will be returned promptly after DOH and the accepted bidder have executed the contract, or opening of bids, upon demand or the bidder at any time thereafter, so long as he/she has been notified of the acceptance of his/her bid.

Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Mr. Richard Couch, P.E. at Martinez, Couch & Associates, LLC and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail and posted on DOH's Hurricane Sandy website to all prospective bidders (at the respective email addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the DOH.

Performance and Payment Bonds: A performance and payment bond will be required of the successful bidder (contractor) for 100 percent of the contract price on contracts over \$100,000.

Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates (if applicable)
4. State allowances

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the DOH as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the DOH may reject all bids or may award the contract on the base bid combined with such deductible alternatives applied in numerical order in which they are listed in the Form of Bids, as produces a net amount which is within the available funds.

If the homeowner wishes to select a prequalified bidding contractor other than the lowest and most responsible bidder, said owner is responsible for paying the difference between the lowest bidder and their chosen bidder from their own financing.

Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BID FORM

The undersigned, being familiarized with the local conditions affecting the cost of the work and with the Drawings, Specifications, Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Form, Form of Contract and Form of Bonds for Project No. 1558- 159 Hillside Avenue, Milford, CT and Addenda No. _____ and _____ thereto, as prepared by Martinez, Couch & Associates, LLC, Connecticut, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment, and related items required for the rehabilitation and reconstruction for said Project No. 1558- 159 Hillside Street, Milford, CT located at 159 Hillside Avenue in Milford, CT, State of Connecticut, all in accordance with the Drawings and Specifications, for the sum of:

_____ Dollars (\$))

Description				Total
Division 1 - General Requirements				\$
	Temporary Facilities & Controls			
	Temp Toilet			
	Temp Power (Account by owner)			
	Office Trailer			
	Temp Water			
	Temp Fencing			
	Temp Cable			
	Storage Trailers			
	Office/ Supplies			
	Lift Rentals			
	Post Construction Cleaning			
	Laborer part time throughout project			
	Safety measures			
	Insurance/ Bonds			
	Permits and Fees			
	Special Inspections and Testing			
Division 3 - Site Construction				\$
	Digging/Backfill of new foundation			
	Storm Drainage			
	Bringing in new utilities			
	Prep for drive & walkways			
	Grading			
	Curbs & sidewalk prep			
	Curbs & Sidewalks			
	Dumpster Enclosure			
	Paving			
	Site lighting - (underground)			
	Tree work			
	Landscaping			
	Erosion Control			
	Total Site Work			

Division 4 - Concrete/Foundations				\$
	Helical Piles			
	Concrete Foundation			
	Basic concrete Materials, 4,000 psi			
	Cast in place footings and foundation			
	Steel reinforcements – Epoxy Coated			
	Leveling Grout			
	Threaded Rod Anchors – Stainless Steel			
	Panel Liners			
Division 5 - Masonry				\$
	Precast Elements			
	Scaffolding			
	Fork Lift			
Division 6 - Metals				\$
	Structural Steel - (lateral force resisting frame)			
	Steel Engineering Details/ Shop Drawings			
	Typical Steel hand Rails			
	SS Custom Beam Brackets with SS Hardware			
	Installation of 27 SS Beam Brackets			
	Strapping Hold-down Components (Simpson)			
Division 7 - Wood & Plastics Shell/ Exterior				\$
	Framing Materials			
	Framing Labor			
	Ext Trim Materials - (Azek & FJPM)& Siding			
	Exterior Trim Labor			
	Decking Materials			
	Decking & Stair Labor			
	Exterior Railing Materials			
	Exterior columns, Railing Labor			
	Siding Materials - (Hardi plank # with ext trim)			
	Siding Labor			
Division 7.1 - Wood & Plastics Shell/ Exterior				\$
	Interior Doors M&L with casings			
	Interior Wood trim with Other casings M&L			
	Lineal Footage mouldings M&L			
	Door Hardware (Allowance)			
	Finish labor			
	1/2" PTS sub-flooring M&L			
	Closet systems			
	Millwork Cabinetry			
Division 8 - Thermal & Moisture Protection				\$
	House wrap - (15# felt paper)			
	Building insulation - (fiberglass batt) w/sound walls			

	Building insulation - (closed cell)		
	Roofing Asphalt M&L		
	Standing Seam 16oz Red copper		
	Gutters & Downspouts		
	Flashings, window/door heads, skirt boards		
	Flashings, copper pans at Doors		
	Everflashing/Deck Flashings M&L		
	Fire stopping		
Division 9 - Doors and Windows			\$
	Andersen Windows & Doors		
	Front Entry Door (Allowance)		
	Entry Door Hardware (Allowance)		
Division 10 - Finishes			\$
	Drywall & tape, + Durock showers		
	Carpeting		
	Hardwood Flooring		
	Paints and coatings -Int/Ext Lump Sum		
	Fireplace Stone Surround		
	Tile Material -		
	Shower Mud Floors		
	Marble shower curb saddles		
	Tile Labor Floors - (all ceramic)		
	Radiant Elect floor mat M. Bath 24sqft		
	Tile Labor Shower walls/ceilings - (all ceramic)		
Division 11 - Specialties			\$
	Gas Fireplace, Direct Vent Lump Sum		
	Bath towel bars material		
	Bath towel bars labor		
	Closet systems - (wire)		
	Shower doors materials		
	Shower doors labor		
	Mirrors plate glass (3) installed		
	Medicine Cabinets		
	Window Treatments		
	Mail boxes central		
Division 12 - Equipment			\$
	Appliances kitchen/laundry		
	Garbage Disposal		
	Generator 17KW		
Division 13 - Furnishings			\$
Division 14 - Special Construction			\$

	Sound insulation - (with fiberglass insulation #)		
	Generator Platform		
	Condensing Unit Platform (Roof)		
	Frame soffits/shafts & drywall for HVAC roughs		
Division 15 - Conveying System			\$
	Stairs & Railing System M&L		
	Add-on for white Oak rail components		
	Attic pull down stairs		
Division 16 -Mechanical			\$
	HVAC		
	Crane		
	Dryer Venting		
	Bath Exhaust Venting (3)		
	Plumbing Roughs and Finishes		
	Plumbing Fixtures per specification		
	Hot Water on Demand Heater		
	Soaking Tub Fixture w/ faucet		
	Ext. Shower (No Pan)		
	Gas Piping (6 fixtures)		
Division 17 - Electrical			\$
	Electrical Underground 200 amp service		
	Electrical		
	Electrical Fixtures		
	Low Voltage Phone & Cable		
	Wire Generator & Bypass Switch		
	Provide & install (3) exhaust fans		
	Wire (2) HVAC Systems		
	Site lighting lamp post		
	Lamp post conduit/labor		
	Security alarm/EFA		
	Intercom System		
	Fire alarm		
Division 18 – Site Finishes			\$
	Landscaping		
	Permanent Fencing		
	Irrigation		
	Paving Stones		
TOTAL			\$

The undersigned agrees to commence the work on a date to be specified in the contract and to complete such work within 270 consecutive calendar days.

The undersigned agrees that if within the period of thirty (30) calendar days after the opening of bids, or when extended to the next work day immediately following said period, notice of the acceptance of this

bid shall be mailed, or delivered to him/her at the business address given below, or at any time thereafter before this bid is withdrawn, _____, will within fifteen (15) calendar days thereafter deliver to DOH, where directed, a contract properly executed in such number of counterparts as may be required by said DOH, on the forms annexed, with such changes therein as shall have been made by the DOH, prior to the time named for delivery of this proposal, together with a 100% Performance Bond of a Surety Company, which Surety must be authorized to transact business in the State of Connecticut, and duly qualified therefore, and in the form constituting part of the Specification and a letter indicating those Small/Minority Business Enterprises that will perform work and/or provide materials, equipment or services as part of the contract.

In submitting this bid, it is understood that the right is reserved by the abovementioned DOH to reject any and all bids; and it is agreed that this bid may not be withdrawn for a period of thirty calendar (30) days from the date of bid opening or until the next work day immediately following said period if such period ends on weekend or a State holiday.

Security in the sum of _____ Dollars (\$ _____)

in the form of _____ is submitted herewith in accordance with the Specifications.

The undersigned bidder agrees to comply with the Section 3 plan included herein and all Federal requirements pertaining to conditions of employment to be observed and minimum wage rates to be paid under the contract, Segregated Facilities, Section 109 and Executive Order 11246.

Attached hereto is an affidavit, in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal, or the submitting of proposals for the above Project. Also attached is a statement of contractor's qualifications, Certification of Bidder Regarding Equal Employment Opportunity, Certification of Bidder Regarding Section 3 and Segregated Facilities.

Date

Firm Name

Address

By: _____

Title: _____

(Bank Letterhead)

BID SECURITY

IRREVOCABLE LETTER OF CREDIT

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$ _____
(five percent of the amount of the bid) in the event _____ withdraws
its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate
performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be
used solely to indemnify the DOH against loss or damage suffered by it resulting from any act or
omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be
unconditionally and duly honored upon delivery of the documentation specified and presented to this
office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is
received from you that a contract for Project 1558 – 159 Hillside Avenue Milford, CT has been
awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank
and the DOH.

Sincerely yours,

President

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against DOH or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No. 1558 – 159 Hillside Avenue Milford, CT

Location 159 Hillside Avenue Milford, CT

Signature

Name and Title

Date

(Signature should be notarized.)

BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government or HUD; or,
- (2) Participate in HUD programs pursuant to 24 CFR part 24.

(Name of Bidder)

(Address)

BY: _____

Title: _____

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal programs.

CERTIFICATION OF GENERAL BIDDERS ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date: _____

Name of General Bidder

By _____

Signature

Print name and Title

Business Address

Street Address City and State

OSHA-10 OSHA-10

CERTIFICATION OF SUB- BIDDERS (IF ANY) ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupation Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date _____

Name of Sub-bidder

By _____

Signature

Print Name and Title

Business Name

Street Address, City and State

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal,
and _____ Surety, are hereby held and firmly bound unto
_____ as DOH in the penal sum of
_____, for the payment of which, well and truly be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns. Signed this _____ day of _____, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby
made a part hereof to enter into a contract in writing, for the _

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the Bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all person performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any or all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time which the DOH may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S)
Principal

Surety

SEAL

By: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we,

_____, as

PRINCIPAL, and _____, as SURETY,

are held firmly bound unto _____

_____ hereinafter called the DOH, in the penal
sum of _____

_____ (\$ _____), for the payment

of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally.

WHEREAS, Principal has entered into a certain Contract with DOH, dated _____, a copy of
which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully
perform the Contract and all duly authorized modifications thereof, during its original term and any
extensions thereof that may be granted and during any guaranty period for which the Contract provides,
and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the
Contract and shall fully indemnify DOH for all expenses which it may incur by reason of such claims,
including its attorney's fees and court costs, and if the Principal shall make full payment to all persons
supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in
default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or
cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as
payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle
fees required for commercial motor vehicles used in connection with the performance of the Contract,
then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the
Contract or extension of the term thereof, nor any forbearance on the part of DOH shall in any way
release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification,
extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed
their seals hereto, this _____ day of _____.

Principal

Surety

Name and Title

(Signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

The rate of premium on this bond is \$_____per thousand.

The total amount of premium charge is \$_____.

(The above is to be filled in by Surety Company.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

_____ Secretary of the corporation

named as Principal in the foregoing bond; that _____, who

signed the bond on behalf of the Principal, was then _____ of said

corporation; that I know his/her signature thereto is genuine; and that said bond was fully signed, sealed,

and attested for and in behalf of said corporation by authority of its governing body.

SUBCONTRACTOR IDENTIFICATION

(Provide additional forms for more subcontractors, as needed prior to execution.)

This form is a part of your bid package and must be submitted along with the itemized and formal bid forms at the time of the bid opening. Failure to submit a completed document could result in the disqualification of your bid.

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: _\$_____ Full Contract Price: _\$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____

Race: (Please check one)

____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: _\$_____ Full Contract Price: _\$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____

Race: (Please check one)

____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: _\$_____ Full Contract Price: _\$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____

Race: (Please check one)

____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

Contractor's Signature

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and address of Bidder (include zip code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ YES ☐ NO
 2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ YES ☐ NO
 3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.
☐ YES ☐ NO ☐ NOT REQUIRED
 4. Have you ever seen or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ YES ☐ NO

NAME AND TITLE OF SIGNER (Please type.)

SIGNATURE

DATE

CERTIFICATION OF BIDDERS REGARDING SECTION 3 AND SEGREGATED FACILITIES

Project Name:

Project No:

Name of Prime Contractor:

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000.00)
3. No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within the _____.

- A. To ascertain from the DOH the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plans.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, wherever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified or pending subcontractural opportunities
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Loans, grants, contracts and subsidies for less than \$100,000.00 will be exempt.

Table A

Proposed Subcontracts Breakdown

For Period Covering _____, 20____ Through _____, 20____
(Duration of CDBG-DR OORR Assisted Project)

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is defined as the Town/City boundaries in which the assisted project resides.

Company

Project Name/Residence

Project Number

EEO Officer or Designee's Signature

Date

Table B**Estimated Project Workforce Breakdown**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
Job Category	Total Estimated Population	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
Total				

**Lower Income Project Area Residents. Individuals residing within the project area whose family income does not exceed 80% of the area median income in the SMSA.*

Company

Green Building Standards Checklist

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

- | | |
|--------------------------|---|
| <input type="checkbox"/> | <p>Water-Conserving Fixtures
Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]</p> |
| <input type="checkbox"/> | <p>ENERGY STAR Appliances
Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.</p> |
| <input type="checkbox"/> | <p>Air Sealing: Building Envelope
Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.</p> |
| <input type="checkbox"/> | <p>Insulation: Attic (if applicable to building type)
For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.</p> |
| <input type="checkbox"/> | <p>Insulation: Flooring (if applicable to building type)
Install \geq R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.</p> |
| <input type="checkbox"/> | <p>Duct Sealing (if applicable to building type)
In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.</p> |
| <input type="checkbox"/> | <p>Air Barrier System
Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.</p> |
| <input type="checkbox"/> | <p>Radiant Barriers: Roofing
When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.</p> |

☐**Windows**

When replacing windows, install geographically appropriate ENERGY STAR rated windows.

☐**Sizing of Heating and Cooling Equipment**

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook-- HVAC Systems and Equipment or most recent edition.

☐**Domestic Hot Water Systems**

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

☐**Efficient Lighting: Interior Units**

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

☐**Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

☐**Efficient Lighting: Exterior**

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

☐**Air Ventilation: Single Family and Multifamily** (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

☐**Air Ventilation: Multifamily** (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

☐**Composite Wood Products that Emit Low/No Formaldehyde**

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

☐ **Environmentally Preferable Flooring**

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

☐ **Low/No VOC Paints and Primers**

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

☐ **Low/No VOC Adhesives and Sealants**

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

☐ **Clothes Dryer Exhaust**

Vent clothes dryers directly to the outdoors using rigid-type duct work.

☐ **Mold Inspection and Remediation**

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

☐ **Combustion Equipment**

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

☐ **Mold Prevention: Water Heaters**

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

☐ **Mold Prevention: Surfaces**

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

☐ **Mold Prevention: Tub and Shower Enclosures**

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

☐ **Integrated Pest Management**

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

☐ **Lead-Safe Work Practices**

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

☐ **Radon Testing and Mitigation** (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Section 2: General Conditions for Construction Contracts

Based on HUD form 5370

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by DOH to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When DOH uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between DOH and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor (when applicable), any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by DOH to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of DOH in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with DOH to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "DOH" means the State Department of Housing including the Commissioner, or any other person designated to act on its behalf.
- (g) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to DOH, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to DOH for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (h) "Grantee" means the State of Connecticut Department of Housing (DOH).
- (i) "Homeowner" means the owner(s) of the real property for which project is taking place and is a party to the contract.
- (j) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (k) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the Homeowner pursuant to the clause entitled Access to the Premises Section 5.3 of Homeowner Rehabilitation Agreement herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of DOH.

- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save DOH, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on Homeowner premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Homeowner and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to DOH which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

DOH may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with DOH employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DOH employees

5. Pre-construction Conference and Notice to Proceed

- (a) Upon scheduling of the contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of DOH, its Architect, and other interested parties convened by DOH. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. DOH or its Architect will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice. Such notice shall not be prior to the homeowners three (3) day Notice of Cancellation period.

6. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by DOH, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to DOH.
- (b) DOH assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by DOH. Nor does DOH assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

7. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work

under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to DOH within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

8. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
- (c) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.
- (d) “Shop drawings” means drawings, submitted to DOH by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. DOH may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate DOH’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of DOH for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which

shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by DOH and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

9. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
 - (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
 - (4) Approval of a sample shall not constitute a waiver of DOH right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
 - (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of

retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35, HUD's Lead Safe Housing Rule and EPA's Repair Renovation, and Painting Rule at 40 CFR.80 Subpart E.

10. Permits and Codes

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (a) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where DOH can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

11. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as DOH, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the Homeowner in the condition and at the time required by the specifications.

13. Availability and Use of Utility Services

- (a) The Homeowner shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by DOH, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

14. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned,

and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless DOH from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which DOH may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

15. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to DOH. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

17. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

18. Green Building Standards

DOH will require that all replacement of residential properties, including reconstruction and new construction of substantially damaged properties meet the Enterprise Green Communities Standard.

For those buildings that are non-substantially damaged, DOH will require that they be rehabilitated following the HUD CPD Green Buildings Retrofit Checklist. The requirement for rehabilitation is that to the extent possible strive to meet the checklist standard where there are Energy Star, Water Sense and Federal Management Program-designed products available.

DOH strongly encourages the use of green infrastructure techniques to mitigate against storm water run-off and flooding and incorporate EPA's Green Infrastructure resources to the extent feasible.

19. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of DOH by which DOH approves of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" mean that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to DOH inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) DOH inspections and tests are for the sole benefit of DOH and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of DOH after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of DOH inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. DOH may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. DOH shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) DOH may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by DOH not to conform to contract requirements, unless DOH decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (h) If the Contractor does not promptly replace or correct rejected work, DOH may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of DOH, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, DOH considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, DOH will promptly arrange for the inspection. Unless otherwise specified in the contract, DOH shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or DOH's right under any warranty or guarantee.

20. Use and Possession Prior to Completion

- (a) If applicable, the Homeowner may have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Homeowner intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Homeowner's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Homeowner has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the Homeowner's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the Homeowner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

21. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

22. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract

requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **one year** from the date of final acceptance of the work. If the Homeowner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the Homeowner takes possession.

- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Homeowner-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, DOH shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the homeowner; and,
 - (3) Enforce all warranties for the benefit of the homeowner.
- (g) In the event the Contractor's warranty under paragraph(a) of this clause has expired, the homeowner may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the homeowner nor for the repair of any damage that results from any defect in DOH furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit DOH's/Homeowner's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

23. Contract Period

The Contractor shall complete all work required under this contract within 270 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

24. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

25. Payments

- (a) DOH/Homeowner shall pay the Contractor the price as provided in this contract.
- (b) DOH shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. DOH may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to DOH. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on AIA forms provided by DOH, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor.
- (f) Except as otherwise provided in State law, DOH shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, DOH may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, DOH shall reinstate the five (5) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory. Retainage will be released 90 days after project completion.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of DOH's/Homeowner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Homeowner.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Homeowner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of DOH/Homeowner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of DOH in the course of their employment, the Contractor shall restore such damaged work without cost to DOH/Homeowner and to seek redress for its damage only from those who directly caused it.
- (i) DOH shall make the final payment due the Contractor under this contract after (1) completion and final

acceptance of all work; and (2) presentation of release of all claims against DOH/Homeowner arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) DOH shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of DOH to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

26. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in DOH/homeowner's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of DOH prior to its issuance (e.g., a change order that exceeds DOH's approved threshold), such modification shall not be effective until the required approval is received by DOH.

27. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral

orders) before the Contractor gives written notice as required. In the case of defective specifications for which DOH is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph(b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net- change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

28. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of DOH/Homeowner.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment may be made for any increase in the cost of performance of the contract

(excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(b) A claim under this clause shall not be allowed without prior written approval of the Contracting Officer.

29. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
- (d) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
- (e) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in DOH in accordance with DOH's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (g) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

30. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, DOH may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DOH/Homeowner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DOH/Homeowner in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without

the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of DOH or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with DOH, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within days (5 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract

- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of DOH.

31. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor may pay to DOH as liquidated damages, the sum of \$100.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due DOH. The Contractor remains liable for damages caused other than by delay.
- (b) If DOH terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned DOH in completing the work.
- (c) If DOH does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

32. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of DOH/Homeowner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, DOH/Homeowner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by DOH of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by DOH to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until DOH or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to DOH/Homeowner; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise

indicated) of receipt of the Contractor's claim.

- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

33. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from DOH/Homeowner under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

34. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish DOH with certificates of insurance listing DOH and the Homeowner as additionally insured A.T.I.M.A. showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
 - (4) Cargo Insurance in the amount of \$250,000 is required when the project involves raising the structure above the Base Flood Elevation.
- (b) Before commencing work, the Contractor shall furnish DOH with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor, the Homeowner and DOH as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by DOH shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by DOH. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by DOH. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the Homeowner. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the Homeowner's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located with a minimum Best rating of A-. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the

Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

35. Subcontracts

(a) Definitions. As used in this contract -

- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and DOH or between the subcontractor and HUD.

36. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

37. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or

handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

38. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the

contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

39. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

40. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of DOH, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which DOH was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

41. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be

paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

42. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save DOH/Homeowner harmless from loss on account thereof; except that DOH shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

43. Examination and Retention of Contractor's Records

- (a) DOH, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which DOH, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

44. Labor Standards - Davis-Bacon and Related Acts

Except for housing rehabilitation/reconstruction projects designed to contain fewer than eight (8) units, if the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof (if applicable), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. If applicable, such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR

5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers (if applicable).

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee

may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview

employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

- the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
 - (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
 - (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
 - (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and DOH, HUD, the U.S. Department of Labor, or the employees or their representatives.
 - (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
 - (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained

in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions

45. . Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL- recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

46. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was within a Federal agency or a State agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 000115

LIST OF DRAWING SHEETS

1. LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled 'Held, 159 Hillside Avenue, Milford, CT,' dated 5/07/2013, revised 12/30/2013 and as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
- A.1a Outline Specifications
 - A.1b Outline Specifications
 - A.2a Survey
 - A.2b Site Development Plan
 - A.2c Site Construction Notes and Details
 - A.2 Ground Floor and Roof Plans
 - A.3 First and Second Floor Plans
 - A.4 North and West Elevations
 - A.5 South and East Elevations
 - A.6 Building Sections
 - A.7 Building Section
 - A.8 Details
 - A.9 Details
 - A.10 Window and Door Schedules
 - A.11 Finish and Lighting Schedules
 - A.12 Ground Floor Lighting Plan
 - A.13 First and Second Floor Lighting Plans
 - S.1 Foundation Plan and Details
 - S.2 First Floor Framing Plan
 - S.3 Second Floor Framing Plan
 - S.4 Roof Framing Plan

END OF SECTION

SECTION 010000

SUMMARY OF WORK

General Conditions

The following provisions are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Project Documents irreconcilably conflicts with one or more of the following provisions, the provision imposing the greater duty or obligation on the Contractor shall govern.

1. Contractor shall supply all materials (except where indicated), labor, tools, equipment, and supplies required to complete the total Project in accordance with the drawings, specifications and other Contract Documents. Prior to beginning Work, Contractor shall list any deficiencies in scope and report to the DOH.
2. Contractor shall provide all coordination of all Work with Owner, Owner Vendors, DOH, DOH Agencies as required for project completion.
3. Contractor will develop a comprehensive logistics plan for all activities that affect the Owner.
4. Contractor is responsible on a daily basis to submit a Daily Construction Report (DCR) indicating subcontractors, total number of people working, description of Work completed that day, total hours worked that day, and any major deliveries.
5. Contractor shall secure and pay for a dumpster for all refuse and waste material. The dumpster location will be determined by the property Owner.
6. If required for the Project (as reasonably determined by Owner) Contractor shall erect and maintain dust-barriers to separate living areas from areas of construction.
7. In the event of a required utility shutdown, Contractor will diligently schedule work with the Owner. Contractor will give the Owner Project Manager at least three (3) days advance notice of any proposed utility shutdown.
8. Contractor shall comply with all of the legal regulations, including, but not limited to, OSHA safety regulations and regulations of municipal, city, local, and other government agencies having jurisdiction concerning the Work. Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If Contractor performs any Work that is contrary to such laws, ordinances, codes, rules, and regulations, it shall make all changes to comply therewith and bear all costs arising therefrom.

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9. All permits, required for any part of Contractor's Work, including those to be obtained in the Owner's name, shall be procured and paid for by Contractor.

PROJECT SCOPE

- 1.1. All work, materials and labor in accordance with contract drawings and specifications.

PROJECT WORK DESCRIPTION

Project work is the construction of a new two story wood frame residential structure elevated 10 feet above existing grade on a reinforced concrete grade beam and concrete column foundation supported on helical piles to be compliant with flood resistant and resilient construction techniques.

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 - SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 000115 "List of Drawings Sheets"

1.3 - DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Martinez Couch & Associates LLC (MCA) is the Project Manager for this project. MCA will provide technical consultation, review of all materials, and project management. All references in this specification and in all other specifications references, MCA is Martinez Couch & Associates.
 - 1. All submittals shall be mailed to:
 - Martinez Couch & Associates
 - 1084 Cromwell Avenue
 - Rocky Hill, CT 06067

Phone Number: (860) 436-4364

Fax Number: (860) 436-4626

- E. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

All submittals shall be submitted in PDF via electronic mail (email) to

1. recouch@martinezcouch.com
2. mranando@martinezcouch.com

1.4 - ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by MCA and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 10 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Add information, such as scheduled dates for purchasing and installation and the activity or event number, if using a CPM construction schedule.
 - b. Scheduled date for first submittal.
 - c. Specification Section number and title.
 - d. Submittal category: Action; informational.
 - e. Name of subcontractor.
 - f. Description of the Work covered.
 - g. Scheduled date for MCA final release or approval.
 - h. Scheduled date of fabrication.
 - i. Retain three subparagraphs below if CPM construction schedules are required.
 - j. Scheduled dates for purchasing.
 - k. Scheduled dates for installation.
 - l. Activity or event number.

1.5 - SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. MCA's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.

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- d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Use AIA Document G810.
 - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Engineer.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Indication of full or partial submittal.
 - 15) Transmittal number numbered consecutively.
 - 16) Submittal and transmittal distribution record.
 - 17) Remarks.
 - 18) Signature of transmitter.

E. Options: Identify options requiring selection by Engineer.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than

those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer action stamp.

PART 2 - PRODUCTS

2.1 - SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. MCA will return two copies.
 - 2. Informational Submittals: Submit paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.

- f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. Three paper copies of Product Data unless otherwise indicated. Engineer will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Engineer's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm)
 - 3. Retain subparagraph below unless default submittal format specified elsewhere in this article applies.
 - 4. Submit Shop Drawings in the following format:
 - a. Three opaque copies of each submittal. Engineer will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line to Engineer. Engineer will provide sample to property owner for their use to select option to be used.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line to Engineer. Engineer will provide sample to property owner for their use to select option to be used.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. Three paper copies of product schedule or list unless otherwise indicated. Engineer will return two copies.
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- N. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

2.2 – DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 - CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 - ENGINEER'S ACTION

- A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Action Code 1 - No Exceptions Taken
 - 2. Action Code 2 - Correct as Noted
 - 3. Action Code 3 - Revise and Resubmit
 - 4. Action Code 4 - Rejected
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

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Disaster Recovery Program (CDBG-DR)
Owner Occupied Rehabilitation and Rebuilding Program

Bid Documents
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Milford, CT

- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. The contractor shall bear sole responsibility for the costs of complying with quality requirements Section 01 40 00.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Architect: Where referenced in this section, Architect is defined as Wayne Garrick, AIA
- C. MCA: Where referenced in this section, MCA is defined as Martinez Couch and Associates, LLC.

- D. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- K. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to the Construction Manager for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system.
 - 2. Main wind-force-resisting system.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 15 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect and MCA. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.

- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated in paragraph 1.11 of this section
 - 3. Verification of architectural features by the Architect.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to MCA, the Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- F. Testing Agency Responsibilities: Cooperate with MCA, the Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify MCA, the Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services as required by Martinez Couch and Associates, LLC, the Construction Manager Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Martinez Couch and Associates, LLC the Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Cast in Place Concrete –
 - a. Mix Design – Inspector Certification shall be ACI-CCT or ICC-RCSI. Inspector scope shall review concrete batch tickets and verify compliance with approved mix design. Verification that water added at the site does not exceed that allowed by mix design.
 - b. Reinforcement Installation – Inspector certification shall be ACI-CCI or ICC-RCSI. Inspection scope shall include size, spacing, cover, positioning and grade of reinforcing steel. Verification that reinforcing bars are free from deleterious materials, adequate bar ties, chair supports or bolsters, bar laps, and mechanical splices shall be included in inspection scope.
 - c. Welding of Reinforcing – Inspector certification shall be AWS-CWI. Inspection scope shall include visual inspection of all reinforcing steel welds, verification of weldability of reinforcing steel, and preheating of steel when required.
 - d. Concrete Placement – Inspector certification shall be ACI-CCI or ICC-RCSI. Inspection scope shall include the verification of concrete conveyance and depositing avoids segregation or contamination, proper consolidation, and placement of concrete
 - e. Sampling and Testing of Concrete – Inspector certification shall be ACI-CFTT, ACI-STT to sample;
 - 1) Concrete Compressive Strength, ASTM C31 & C39
 - 2) Concrete Slump, ASTM C143
 - 3) Concrete Air Content, ASTM C231 or ASTM C173
 - 4) Temperature, ASTM C1064
 - f. Curing and Protection – Inspector Certification shall be ACI-CCI or ICC-RCSI. Inspection scope shall verify cold weather protection and hot weather protection procedures as necessary.
 2. Structural Steel –
 - a. Material Certification – Inspector Certification shall be AWS/AISC-SSI or ICC-SWSI. Inspection scope shall include review certified mill test reports and identification marking on wide flange shapes, high strength bolts, nuts and welding electrodes.
 - b. Bolting – Inspector certification shall be AWS/AISC-SSI or ICC-SWSI. Inspection scope shall include installation and tightening of high strength bolts and verification of proper tightening sequence.
 - c. Welding – Inspector certification shall be AWS-CWI or ASNT. Inspection scope shall include visual inspection of all welds, surface preparation between passes, and verification of size and length of fillet welds.
 3. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 4. Notifying MCA and the Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 5. Submitting a certified written report of each test, inspection, and similar quality-control service to MCA and the Architect, with copy to Contractor and to authorities having jurisdiction.

6. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
7. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
8. Retesting and reinspecting corrected work.
9. Where appropriate a Professional Engineer, P.E., designated by MCA or the Architect shall be allowed to inspect structural steel and cast in place concrete work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for the Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General: During the construction period various types of services are necessary to record or support the construction process, which are not an integral part of the final construction. Provide temporary facilities and controls in accordance with the Contract Documents.
- B. Scope of Work includes but is not limited to:
 - a) Layout and measurements.
 - b) Staging areas.
 - c) Rubbish removal.
 - d) Safety, protection and security.
 - e) Temporary toilets.
 - f) Water Service
 - g) Temporary scaffolding, ladders, stairs, hoists, etc.
 - h) Site fence.
 - i) Temporary closures
 - j) Labor disputes
 - k) Temporary light and power
 - l) Temporary heat
 - m) Ventilation and Humidity Control

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Ladders, scaffolds, planks, hoists and similar items required for a specific item of work shall be part of that Scope of Work

1.3 QUALITY ASSURANCE

- A. Codes: Comply with applicable Building Code and Standards.
- B. Standards: Comply with the State and Local Board of Health, Environmental Protection Agency, Fire Department and other applicable standards.

- C. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- D. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.4 SUBMITTALS

- A. Refer to Section 01330 or certain individual items of this section.

1.5 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper safe condition throughout progress of the Work.

1.6 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY FACILITIES INSTALLATION

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Martinez Couch and Associates, testing agencies, and authorities having jurisdiction.
- B. Layout and Measurements:
 - 1. Use of Data Furnished: Boring, and survey data made available to the Contractor is for information only, and the Contractor shall use his own judgment as to the actual conditions. He is warned that reliance on the information presented is at his own risk, and neither the Owner, State, nor the Engineer and his consultants will be liable for errors relating to such data.
 - 2. Additional Data Required By Contractor: The Contractor may make borings or drive test pits he requires to verify the conditions at the site at his own expense. The location and size of such exploratory holes will be subject to approval by the Engineer.

3. Protection of Survey: Land monuments, bench marks, survey points and other such references shall be protected from damage unless and until their removal is authorized. If they are disturbed, they shall be replaced in their proper positions.
 4. Measurements: Take measurements of the work and be responsible for it.
 - a. Discrepancies: Thoroughly examine the drawings and specifications, carefully checking the figured dimensions, before commencing work, and report to the Engineer if any discrepancy, error, or defect appears.
 - b. Dimensions: If figured dimensions are lacking on the drawings, the Engineer will supply them.
- C. Staging Area:
1. Scope: Access and staging areas for purposes of this Contract shall be confined to areas as directed by the Owner or Engineer within the property boundary.
 2. Location of Apparatus: The locations of material, apparatus, equipment, fixtures, piping outlets, etc., are not specified. The actual location shall be as directed or as required to suit the conditions at the time of installation. Before installation, the Contractor shall consult the Engineer and ascertain the actual location.
 3. Provide temporary storage sheds if necessary, and other storage facilities on the job site for the storage of materials that may be subject to weather damage when interior or covered space is not available.
 4. Provide for adequate timber bridging and planking or other suitable means as required for legal egress, and for the safeguarding of existing paving, walks and curbs, structures and utilities from damage due to construction vehicle traffic. Safeguard existing conditions from damage during construction. Repair or replace the damaged existing surroundings within the designated access and staging areas which is needed to remain in place and which is damaged by operations under this Contract.
 5. Do not encumber the premises nor overload the structures beyond their allowable design live load with his/her apparatus, storage of materials and the operation of his/her workmen, and shall be confined within the limits designated by the Owner or Engineer.
- D. Rubbish Removal:
1. Clean-up debris, rubbish and old materials resulting from the Work on a daily basis.
 2. Cleaning Responsibility: Remove from the work area of building and site debris, resulting from the work daily or as often as necessary if it interferes with the work or staging area under the contract or presents a fire hazard. No rubbish or debris shall be dropped from a height of more than 6 feet, or thrown out of windows or openings without a chute. An adequate number of cleaning personnel shall be provided during working hours, who shall keep areas within and adjacent to the building free from dust and loose dirt by sweeping and wet mopping.
 3. Rubbish Disposal: Furnish containers at central collection locations as designated by the Owner or Engineer on the site to receive construction debris. Cost of containers, removal and disposal charges shall be paid by the Contractor. Containers shall be removed as often as necessary to minimize interference with work in progress.
 4. Clean the site around the building and maintain it clean and free from food and beverage containers, waste and other debris. Provide and rigidly enforce the use of

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waste receptacles by construction personnel. Burning of refuse is not permitted.

5. **Salvage Materials:** Construction salvage materials, not indicated items elsewhere to be returned to the Owner, shall become the property of the Contractor and shall be taken from the premises. Storage of materials and equipment on the site, other than for this project, will not be permitted.

E. **Safety, Protection and Security:**

1. Provide safety and protection in accordance with Contract Documents.
2. **Protection:** Protection shall be maintained for the duration of the Project and shall include:
 - a. **Weather Protection:** Arrange to provide protection against rain, wind, storms, frost, heat and other weather conditions, so as to maintain work, materials, apparatus and fixtures free from injury or damage. At the end of each day's work items likely to be damaged shall be covered. Remove snow and ice for the proper protection and/or execution of the construction work.
 - b. **Protection of Finished or Existing Work:** Provide protection for the finished work. Finished or Existing floors that will remain shall be protected from traffic or construction work by covering with materials approved by the finish manufacturer. Finished construction and materials shall be protected from rain, snow and windstorm damage throughout the construction period.
 - c. **Fire Protection:** Maintain fire-fighting equipment for the duration of construction in accordance with the requirements of the Fire Department and the Insurance Underwriters and subject to approval of the Owner's insurance agent. Provide fire extinguishers as required by the local Fire Department and the Building Code. Coordinate with existing firefighting equipment in existing building.
 - d. **Volatile Liquids:** Bulk storage of volatile liquids shall be outside the building at designated location. Only as much volatile liquid shall be allowed within the building at any given time as is needed for that day's operation.
 - e. **Vermin and Rodent Control:** Prevent the infestation and multiplication of vermin and rodents, and, if necessary, employ an exterminator to rid the premises of them if there is evidence that they exist.
 - f. **Dust Protection:** Prevent the nuisance of dust to the surrounding areas, and provide coverings or water sprinkling materials and equipment as required for such dust prevention for the work.
 - g. **Structural Alterations:** Do not permit endangering work by excavation or otherwise and shall not cut or alter the work without the consent of the Structural Engineer. Written instruction shall be obtained from the Structural Engineer's representatives before cutting beams or other structural members, arches, lintels, etc.
3. **Protection of Adjacent Property:**
 - a. **Scope:** Take necessary precautions to protect public and private property on or adjacent to the job site, including utilities, street signs, light standards, hydrants, pavements and walks, planting and natural features, against damage or injury including settlement or collapse.

- b. Building Damage: Should damage result to structures or property, the Contractor shall correct or repair it without undue delay and to the complete satisfaction of the Owner. No "Waiver of Responsibility" for incomplete, inadequate or defective adjoining work will be accepted unless otherwise stated by the Engineer.
 - c. Excavation Damage: Maintain the existing and adjoining structures safety. Concrete or rock excavation in the proximity of the adjoining structures shall be done by line drilling. Existing footings and foundation work exposed shall be underpinned as directed by Engineer. Prevent damage to pipes, conduits, wires, cables or structures above or below ground.
 - d. Site Damage: Repair and restoration of existing roads, pavements, walks, curbs, manholes, hydrants, light standards, street signs, catch basins, railings and plantings, and other construction or surfaces required due to the work under this contract shall be included in the work under the Contract even if not specifically called for in the various sections of the Specifications. Repair and restoration work shall match existing work. Costs incurred in repair work, including permits, bonds and supervision by public authorities, shall be borne by the Contractor causing the damage.
4. Welding & Cutting:
- a. Handling of Welding Materials: The handling and storage of welding materials, acetylene and oxygen tanks, burners, and other equipment required for the execution of welding and cutting work at the job shall be subject to the approval of the Building Department and Fire Marshal.
 - b. Welding Standards: Work shall be performed in accordance with the standard specifications of the American Welding Society.
 - c. Fire Protection: Welders shall take precautions required to prevent fires as a result of his/her operations. When welding tools or torches are in used, the Contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the CO2 type. The fire extinguisher shall be provided and maintained by the Installer. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriters Laboratory listed containers.
Storage of gas shall be in locations approved by the Fire Department.
Provide fireproofed tarpaulins where applicable at welding and cutting operations.
 - d. Power: The Owner will not provide power for electric welders.
5. Tree Protection: Trees identified by the Owner or Engineer to remain must be protected by the Contractor during the construction period. Avoid driving vehicles or storing materials within the tree root area and excavating in the root area unless accepted by the Owner or Engineer.
6. Security: The Contractor shall secure his/her tools, materials and assemblies. Claims shall not be made against the Owner or Engineer for equipment or tool losses or damage to installed assemblies.

F. Temporary Toilets:

1. Chemical Toilets: The Contractor shall provide and maintain temporary enclosed and weatherproof chemical toilets located on the site. Use of the owner's toilets by construction personnel within occupied areas of the building is not permitted.
 2. Cleaning of Toilets: Toilets shall be maintained in a clean and sanitary condition and shall conform to the requirements of the local Department of Health and Labor requirements. Toilets shall be pumped and cleaned a minimum of once per week.
- G. Water Service:
1. Water shall be available for the various trades as coordinated with the property Owner. Prevent freeze-ups. Have water available for the various trades during the normal working periods and for fire prevention purposes.
 2. Cost: the Owner shall pay the cost of water.
- H. Temporary Scaffolding, Ladders, Stairs, Hoists, Etc.:
1. Scope: Coordinate the installation and maintenance and safety of temporary stairs, ladders, ramps, scaffolds, runways, sidewalk bridges, fences, derricks, hoists, chutes, and other such operational facilities as may be needed for the proper execution of the work. Apparatus, equipment and construction shall meet the requirements of the Labor Law and other State and local Building Department Requirements.
 2. Scaffolding: Coordinate the location, erection, maintenance and removal of scaffolding and other temporary facilities as required for the proper installation of the work.
 3. Hoists and/or Crane: (for General Use) Coordinate and maintain the use of conventional construction hoists of sufficient size and capacity to raise materials and equipment and give access to construction levels.
- I. Site Fence, if applicable:
1. Location: A site fence shall be installed by the Contractor at the construction site perimeter and adjacent staging areas if required by the contract documents. New construction work, including trailer and staging shall be contained within the site fence.
 2. Type: Provide either of the following types :
 - a. Woven Wire Mesh: 6'-0" high with gates and required bracing.
 - b. Maintain fence and gates during entire construction period in a neat and orderly way free of graffiti or unauthorized signs.
- J. Temporary Closures:
1. Take special precautions against damage to materials and work installed in cold or freezing weather, by providing adequate special heat and/or covering to prevent damage by the elements.
 2. Temporary Partitions: (adjacent to occupied areas) after relocation of occupancy from spaces requiring access, provide temporary partitions to isolate occupied areas from work areas. Temporary partitions shall be of gypsum board on suitable studs and shall not interfere with the emergency exit requirements of occupied areas.
 3. Exterior partitions shall be suitably weather protected insulated and otherwise sealed off to prevent dirt and weather infiltration.
 4. Interior partitions shall be suitably sealed to limit noise and dirt infiltration.

K. Labor Disputes:

1. Notifications: Immediately notify the Engineer of actual or impending labor disputes that may affect or is affecting the schedule of the Work. Take appropriate measures to eliminate or minimize the effect of such labor dispute on the schedule, including but not limited to, such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, where appropriate; seek other sources or supply or service; and other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute.
2. Damage - Time Extension: To the extent the Contractor fails to promptly initiate measures that are appropriate, no extension of time for completion shall be allowed. In addition, any delay impact on any Contractor's schedule or on the schedule for the Project, which is a direct result of such failure, shall be considered as a Contractor caused delay under applicable provisions of the Contract. The rights and remedies provided in this paragraph are in addition to other rights or remedies provided by law or under this Contract. The Contractor shall include this clause in every Contract, together with a requirement that Sub-Subcontractors include a substantially similar clause in each lower tier subcontract.

L. Temporary Light and Power:

1. Scope: The Contractor shall provide labor, materials, tools, appliances, and equipment and perform operations necessary for the complete execution of a separate system of temporary electric light and power throughout the project suitable for supplying electrical energy for illumination and for power tools and equipment. Such system shall be installed and maintained in place as needed and removed promptly as its necessity ceases to exist. Maintaining shall and include energizing and de-energizing the electrical systems each working day, and turning on and off of lights daily.
- 2.
3. Lighting Standards: The minimum temporary lighting to be provided, and maintained in each room and changed as needed when interior walls are being erected as directed by OSHA standards. Temporary lighting must be maintained for twenty-four (24) hours a day, and seven (7) days a week at stairs and corridors below ground. In other spaces, temporary lighting and power shall be energized approximately thirty (30) minutes before the starting time and after the quitting time of the latest stopping unless otherwise directed by code.
4. Wiring Standards: Temporary wiring and equipment shall conform to the requirements of the National Electrical Code, regulations of the Building Code.
5. Energy Costs: The Owner shall pay the Electric Utility bills, as they become due, for electric energy used for temporary lighting and power to perform work in the building.
6. Other Costs: The Contractor responsible for the other costs in connection with providing and maintaining the temporary electrical power system.

M. Temporary Heat:

1. Scope of Enclosed Building Protection: Prior to the winter weather protection as required to accomplish the following:
2. To protect the finish work.
3. If the heat not available from existing heating plant, the Contractor is responsible to provide sufficient heat so that the work can be accomplished in accordance with the Contract.
4. Cost: If the other than existing plant used for heat the Contractor shall pay for temporary heat equipment, safety provisions and fuel charges.
5. Damage Due to Lack of or Improperly Operated Temporary Heat: Maintain heat to prevent damage due to frost and freezing during the period when temporary heat is needed. Prevent damage due to defective equipment or the use of equipment, including but not limited to damage such as stains, smudges, soot or fire, and repair damage in a manner satisfactory to the Owner and Engineer.

N. Ventilation and Humidity Control (Where necessary for project work): Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

2.2 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

2.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."
- B. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- C. Barricades and Warning Signs: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Prohibit smoking in construction areas.
- F. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

2.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary dehumidifiers or permanent HVAC system, if available to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

2.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

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3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Substantial Completion Procedures.
- B. Final Completion Procedures.
- C. Requirements for Operating and Maintenance Manuals.
- D. Requirements for Warranties.
- E. Requirements for Commissioning , Testing, and Inspection Records.
- F. Final Cleaning.

1.2 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Manufacturer's data sheets on each cleaning product to be used, including:
 - 1. Material descriptions, dimensions, and profiles.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Application methods.
- C. Material Safety Data Sheets (MSDS), where applicable.
- D. Contractor's List of Incomplete Items.
- E. Certified List of Incomplete Items.
- F. Labor Warranties.
- G. Product Warranties.
- H. Product Operating and Maintenance Manuals.
- I. Project Records: Commissioning, Testing, and Inspection Records.
- J. Owner Acceptance Letter.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's Punch List), indicating the value of each item on the list and reasons why the work is incomplete.

- B. Submittals Prior to substantial Completion: Complete the following prior to requesting inspection for determining date of substantial completion. List items below that are incomplete at time of request.
 - 1. Submit closeout submittals, including project record documents, operation and maintenance manuals, warranties, final certifications, and similar final record information.
- C. Procedures prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of substantial completion. List items below that are incomplete at time of request.
 - 1. Instruct owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 2. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.
 - 3. Complete final construction cleaning (broom sweep), including touch up painting.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.4 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. List of incomplete items: Submit certified copy of architect substantial completion inspection list of items to be completed or corrected (punch list), endorsed and dated by architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, architect will either proceed with inspection or notify contractor of unfulfilled requirements. Architect will prepare a final certificate for payment after inspection or will notify contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment's, and building systems.
 - 3. Submit list of incomplete items, including item values, in MS excel electronic file format.

1.6 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of submittal: Submit written warranties on request of architect for designated portions of work where commencement of warranties other than date of substantial completion is

indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Warranty documents to be provided to Owner in hard copy format. Photo copies or scanned PDF versions of the warranty documents shall be provided to architect for file submission to

PART 2 PRODUCTS

2.1 CLEANING AGENTS AND MATERIALS, GENERAL

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished or unfinished surfaces.

PART 3 EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average residential building. Comply with manufacturer's written instructions.
 - 1. Clean project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 2. Remove tools, construction equipment, machinery, and surplus material from project site.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 4. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - 5. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damages transparent materials.
 - 6. Remove labels that are not permanent.
 - 7. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - 8. Leave project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of final completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be

repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION